

REQUEST FOR RESPONSE

Firearms, Ammunitions, Less Than Lethal Munitions, and Related Training, Accessories and Services
RFR #SP16-AMMO-X85 / COMMBUYS Bid# BD-15-1084-POLGH-GHQ-00000005781

ISSUE DATE: October 8, 2015

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY
DEPARTMENT OF STATE POLICE, IN CONJUNCTION WITH DEPARTMENT OF
CORRECTION, AND ENVIRONMENTAL POLICE



Document Title: SP16-AMMO-X85
Firearms, Ammunition, Less Than Lethal Munitions, and Related Training, Accessories
and Services

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|-----------------------------------|--|
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| RFR Name/Title | Firearms, Ammunition, Less Than Lethal Munitions, and Related Training, Accessories and Services. |
| RFR Number | SP16-AMMO-X85 |
| COMMBUYS Bid Number | BD-15-1084-POLGH-GHQ-0000000 |
| Procurement Category | Public Safety, Law Enforcement & Protection UNSPSC 46-00-00 |

**THIS PROCUREMENT IS COVERED BY THE WORLD TRADE ORGANIZATION GOVERNMENT
PROCUREMENT AGREEMENT (WTO/GPA)**

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Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

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1. RFR Introduction and General Description

The purpose of this solicitation is to establish and award a contract(s) to provide Department of State Police, Department of Correction, and Environmental Police (to be referred as Purchasers) with selections of firearms/ weapons, ammunition, targets, repair/replacement parts, cleaning kits and related accessories and all related firearm training and certification classes for regular and tactical operations and less than lethal munitions, as well as any necessary service/ maintenance.

Bidders are advised that the Strategic Sourcing Services Team (SSST) (1) restricts submission of written questions to the Bid Q&A tool and (2) requires all responses to be submitted using the online submission tools available to active COMMBUYS account holders only, and (3) requires submission of a Supplier Diversity Program (SDP) Plan as specified in the RFR file attached to this Bid. Bidders are solely responsible to monitor this site for Bid amendments, if any. Bidders may monitor the record by frequently checking the Header Information for the list of Amendments. Bidders with active COMMBUYS accounts may also monitor the record through COMMBUYS email notification and record tracking tools enabled when a vendor acknowledges receipt of a bid. To establish a COMMBUYS account, bidders must select the Register link on www.commbuys.com and complete the online subscription process. Any paper responses will be deemed unresponsive and disqualified.

1.1. Procurement Scope and Description

The Commonwealth of Massachusetts Department of State Police, Department of Correction, and Environmental Police Strategic Sourcing Services Team (SSST) are soliciting bidders for the acquisition of Firearms, Ammunition, Less Than Lethal Munitions, and related Training, Accessories, and Services/ Maintenance. Each designated agency purchaser will be responsible for executing its own contract/ MBPO, purchase orders and paying its own invoices for goods and/or services acquired from this contract.

1.2. Background Information

The OSD Statewide Contract LAW09 expires on September 30, 2015. With the end of OSD's Statewide contract (LAW09), the State Police, in conjunction with the Department of Correction and Environmental Police, is creating their own contract for Firearms, Ammunition and related training, accessories and services.

1.3. Applicable Procurement Law

This bid is issued under MGL c.7, § 22; c. 30, §51, § 52; and 801 CMR 21.00 (goods and services).

1.4. Number of Awards

Multiple awards are anticipated. If, over the life of the Contract, the SSST determines that additional Contractors and/or services should be added, these may first be drawn from qualified companies which responded to this Bid but were not awarded contracts.

This is an Open Enrollment Contract. Under the open enrollment process, the RFR will be re-opened for bid each November, allowing bidders to respond each year for the first five (5) years. All contracts will expire simultaneously.

1.5. Eligible Entities

Any contract resulting from this Bid will be open for use by the Department of State Police, as well as agencies legislatively mandated in their General Appropriation Act, as well as Department of Correction, and Environmental Police.

Each eligible entity is responsible for executing its own contract/MBPO, purchase orders and paying its own invoices for goods/ or services acquired from this Contract.

1.6. Acquisition Method

The acquisition method(s) to acquire goods and/or services from this Bid are Outright Purchase, Fee for Service and License.

1.7. Contract Duration

The initial term of this Contract is three (3) years. In addition, this Contract has three options to renew of up to one year each with a maximum Contract term of six years (including the initial term and all possible renewal options). Expected duration of this contract is as follows:

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| Contract Duration | Number of Options | Number of Years/Months | Instructions |
|---------------------------------|-------------------|-------------------------|---|
| Initial Duration | | Three years (36 months) | The Contract will be executed for this Initial Duration and will run from the Contract Effective/Start Date estimated November 1, 2015 for this Initial Duration through October 31, 2018 |
| Renewal Options | Three (3) | Three years (36 months) | Renewal Options will be 3, 12-month at the discretion of State Police |
| Total Maximum Contract Duration | | 6 years (72 months) | Initial Number of Years/Months for the Initial Term Plus All Renewal Periods |

All services or other agreements entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than six (6) months beyond the final termination date of this Contract. No new services may be executed after the Contract has expired.

1.8. Estimated Value of the Contract

The estimated value of purchase(s) resulting from this Bid is expected to be over \$1.5m for the initial 3-year term. There are also three, 12-month renewal options available. Therefore, it is an estimated value of \$3m over the entire life of the contract. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

2. Estimated Procurement Calendar:

| EVENT | DATE |
|---|---------------------------------|
| Announcement of Intent to Procure | September 9, 2015 |
| Bid Release Date | October 8, 2015 – 12:00 pm EST |
| Deadline for Submission of Questions through COMMBUYS “Bid Q&A” | October 20, 2015 – 12:00 pm EST |
| Official Answers for Bid Q&A published (Estimated) | October 22, 2015 - 12:00 pm EST |
| Bid Amendment Deadline / Online Quote submission begins. Bid documents will not be amended after this date. | October 29, 2015 – 2:00 pm EST |
| Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS) | October 29, 2015 – 3:00 pm EST |
| Notification of Apparent Successful Bidder(s) (Estimated) | Beginning of November, 2015 |
| Estimated Contract Start Date | Beginning of November, 2015 |

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Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

2.1 Written questions via the Bid Q&A on COMMBUYS

The "Bid Q&A" provides the opportunity for Bidders to ask written questions and receive written answers from the SSST regarding this Bid. All Bidders' questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify that the questions entered into the Bid Q&A are recorded in COMMBUYS and appear on the Bid Q&A page.

Please note that any questions submitted to the SSST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder's company or other companies. The SSST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

2.2 Locating Bid Q&A

Log into COMMBUYS, locate the Bid, acknowledge receipt of the Bid, and scroll down to the bottom of the Bid Header page. The "Bid Q&A" button allows Bidders access to the Bid Q&A page.

2.3 Amendment Deadline

The SSST reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The SSST and the Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

2.4 Site Inspections/ Product Demonstrations

The SSST may request site inspections and/or product demonstrations. If requested, the SSST will make every effort to find a mutually convenient time for the Bidder and the SSST. However, failure to appear at the scheduled time of demonstration/ inspection may result in disqualification, reduction of points or other action that the SSST deems appropriate.

3.0 Specifications

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3.1 Bidder Qualifications- *all requested information shall be scanned and uploaded in response through COMMBUYS.*

3.1.1 Company Certifications and Affiliations

Authorization Letters from Manufacturers or Dealers
Copies of Federal and State licenses regarding the categories you are bidding on-scanned and uploaded.
Statutory, Certification and License Requirements

3.1.2 Company Experience

Business Background
Years in Business
Years in the Industry of the Bid
Organizational Chart

By signing the Commonwealth Standard Contract Form and Instructions, the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by [M.G.L. Chapter 152](#).

3.1.3 Financial Information

Most Current Audited Annual Financial Statements
Gross Annual Revenue for Most Recently Completed Fiscal Year
Last Bankruptcy and Current/ Pending Litigation
Defaults on contracts
Date of last order

3.1.4 References and Reference Information and/ or Requirements

Largest customers in MA, if available
Largest state government customers, if available

3.1.5 Employee Requirements

Employee technical/ business experience, certifications, licenses.
Resumes
Background/ CORI check requirements

3.2 Commodity Specifications

All pricing offered shall reflect additional discounts for volume purchases and group purchases. **IE.**, purchasing both the weapon and duty gear from a vendor, any additional discount shall be reflected in the pricing structure.

Environmentally Preferred Products/ Services receive additional points in the evaluation process. Included in this topic are lead free ammunition, and the ability to recycle/ return used brass by the agency for credit on future orders.

Category A Firearms:

Please list manufacturers accordingly. List manufacturer, list the percentage mark up over your cost for each product line, and list the date of the price list

Category B Ammunition:

Please list manufacturers accordingly. List manufacturer, list the percentage mark up over your cost for each product line, and list the date of the price list.

Category C Training:

Training is defined as both the equipment needed to conduct successful Law Enforcement/ Correctional training and training/ certification classes themselves. Please list all of the training courses you provide or may provide including armorer courses, tactical operations courses, weapons qualification training, and all other training classes that may apply to, or related to, firearms and

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tactical operations, with related pricing information. Special emphasis should be paid to train-the-trainer- and volume discounts.

Category D Less Than Lethal Munitions:

Less than Lethal Munitions – Chemical Munitions and Simunitions.

Please list manufacturers, list the percentage mark up over your cost for each product line, and list the date of the price list.

Category E Security Equipment:

Security equipment is defined as restraint equipment, flashlights, metal detectors, and other related equipment that may not be exclusive to the Law Enforcement and Correctional professions, not available on Statewide Contracts.

Please list manufacturers, list the percentage mark up over your cost for each product line, and list the date of the price list.

Category F Miscellaneous Accessories/ Repair and Service:

Any related miscellaneous parts and/or accessories. All necessary repairs and/or service related to items under this contract. Please list examples of pricing accordingly. Gun cleaning, parts and tools, duty gear, leather and nylon gear, respiratory protection, riot gear- not covered under state contracts.

3.2.1 Fuel Surcharge

3.2.2 Shipping FOB Destination

Freight prepaid

3.2.3 Functional description

3.2.4 Eligible commodities

3.2.5 Eligible brands and models

3.2.6 Brand name or equal

Unless otherwise specified in this Bid, any reference to a particular trademark, trade name, patent, design, type, specifications, producer or supplier is not intended to restrict this Bid to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

3.2.7 Trade In

Bidders that agree to accept trade-ins must negotiate in good faith with Departments regarding value of the equipment to be traded in at the time of trade-in. Bidders **must** enclose a copy of their procurement trade-in policy in writing – scanned and uploaded.

3.2.8 Operational, electrical, environmental and other requirements

3.2.9 Performance specifications, durability, disclosures and recalls

3.2.10 Approvals and standards (UL, CE, FCC, FDA, ASTM, IEEE, NIJ)

3.2.11 Warranties and guarantees

3.2.12 Availability guarantees of service, service parts, accessories and supplies

3.2.13 Upgrades and upgradeability

3.2.14 Operating Manuals

All operating manuals for all equipment must be enclosed with equipment purchased.

3.2.15 Product evaluations and samples

Bidder(s) awarded a contract may be required during the life of the contract to provide samples within ten (10) calendar days to the requesting Department and/or the Law Enforcement SSST for inspection of quality, construction, design and fit. Samples will be returned to bidders upon the completion of the evaluation. **All samples will be provided at no charge to the Commonwealth.**

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3.2.16 New in the box, most current version and not discontinued by the manufacturer

3.2.17 Open box, remanufactured and refurbished equipment & supplies provisions
Remanufactured or reconditioned is defined as products or equipment partially or fully manufactured from existing product materials where such materials are cleaned and repaired to the extent possible and reused in the new product or equipment in accordance with the original manufacturer's specifications. All unusable parts are to be removed and replaced with new or remanufactured parts, which meet OEM standards and any governing standards/ regulations.

3.3 Service Specifications

3.3.1 Loaner Equipment

If the time for warranty or service repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request by the customer. Loaner equipment shall be provided at no cost, including shipment to the customer's location and return of loaner equipment to the Contractor.

3.3.2 Technical Support

Describe contact, staffing, times available (e.g., 9AM-5PM EST), response time (e.g., within 2 hours) and escalation procedures.

3.3.3 Capacity plan, resources and infrastructure for this Contract

Capacity plan for meeting the contractual requirements for delivery
Local warehouse, stocking levels and order lead times
Infrastructure including facilities, trucks, equipment and offices

3.3.4 Customer forecasting (Vendor Managed Inventory or VMI)

Describe a process or service for forecasting agencies needs to maintain minimum inventory levels

3.3.5 Emergency response plans/ preparedness

In a declared state of emergency where the safety and wellbeing of Commonwealth citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Contract on a priority basis. The Bidder's quote shall include the following:

- Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.
- A list of emergency contact information including name, position/title, phone, email and cell phone.
- A list of the Bidder's building location(s) that would be available to serve the Commonwealth during an emergency.
- A description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g., Entire State, Specific City or Region).

***This information will not be considered in the evaluation**

3.3.6 Site Inspection Requirements/ Implementation Requirements

The SSST may request site inspections of Contractors' facilities

3.3.7 Removal/recycling/disposal/ destruction of old equipment and data

3.3.8 Training & training materials

Use of Contractor training facilities
Use of eligible entity facilities
Content, media, delivery and time frames
Ownership and copyright provisions of training materials designed under this Contract
Ownership and rights of copyrighted training materials
Maintenance agreements and eligibility requirements
Time & Material service and repairs

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Service Level Agreements (SLAs)
Response time guarantee
Maintenance

3.3.9 Disposal service, data erasure, ability to be recycled and end of life requirement

3.3.10 Requirements for Consultant

3.4 Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies **must** be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value. In line with this directive, all contracts **must** comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products.

3.5 Billing/Invoicing

The Contractor **must** agree to timely and correct billing for products and services. The Purchasers **will not** tolerate consistent and continual erroneous or untimely billing. Such behavior on the part of the Contractor may result in the removal of the Contractor from the existing contract for poor performance.

The Contractor **must** provide a contact person that will be knowledgeable and available to resolve outstanding billing issues and are trained in and familiar with the both the terms and conditions of this RFR's procurement requirements.

The Bidder **must** agree that invoices to the Purchasers for products and services are delivered in the current fiscal year (July 1st to June 30th) and are reconciled by July 30th to ensure payment from appropriate budgets.

- The Contractor **must not** submit invoices for products and services that do not fall under this RFR.
- The Contractor **must not** submit billing prior to services being rendered, or goods received.
- The Contractor **must** submit invoices directly from the Contractor to the Purchasers not through a third party payer.
- The Contractor **must** submit invoices for services performed. No services will be paid until after services are rendered, including monthly monitoring services.
- Invoices for all service **must** have a separate line item within the invoice for all elements Contractors may be **required** to provide additional detail history of invoice.
- The invoice **must** include the quantity of each item, a description of each item and the cost for each item in a simple report format understandable to the "lay person". The use of "codes" in place of product description **will not** be acceptable in the Contractor's invoice, although the Contractor may list associated billing codes for its own use.

3.6 Incorrect Invoices

The Bidder **must** agree that the Purchasers will use the following instructions when dealing with incorrect invoices:

- In compliance with the Office of the State Comptroller's Expenditure Guidelines, Purchasers may apply reasonable standards of invoice verification.
- Incorrect invoices from Contractors, whether paper or electronic documents, shall be returned to and corrected by the Contractor and not adjusted by the Purchasers Agency staff.
- A correct invoice **must** be received by the Purchasers within 60 days of the date of dispute to be paid.
- There **must** be evidence of a permanent solution of the error condition. Non-recurrence of the error condition will be considered an acceptable solution.
- If the error is found to be inherent in the Contractor's billing system, a correct bill is still **required**.
- If these guidelines are not met, the Contractor will assume responsibility for the charges.

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3.7 Payments to Vendors

It is **required** that payments received by the Contractor be appropriately posted to the specific account for which the payment was received. The Contractor **must** not create a single "Commonwealth of Massachusetts" account to which it will post received payments.

The Contractor is **required** to provide, at the request of the Purchasers, written reports to demonstrate the Contractor's account receivables procedures including a payment history of the Purchasers.

3.8 Order Cancellations

3.9 Shipping, delivery and acceptance

- Partial shipments
- Shipping methods
- Delivery time frames and prior approvals
- Acceptance, acceptance testing and inspection

3.10 Product returns

- Time constraints
- Amount of credit including shipping
- Return shipping costs or pickup by Contractor

3.11 On-site requirements

- Security requirements
- Use of Contractor owned materials during performance
- Entity owned materials during performance
- Risk of loss – insurance and performance or surety bonds
- Proof of Worker's Compensation

3.12 Audit of Records

During the term of this Agreement and for a period of five (5) years thereafter, Department of State Police, its auditors, the Operational Services Division, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially overcharged Department of State Police, then the Contractor shall remit the overcharged amount and be responsible for payment of any costs associated with the audit.

The Contractor agrees to allow State and Federal auditors and state agency staff access to all the records related to this contract, and the right to copy those records, for audit, inspection and monitoring of services. Such access will be during normal business hours or by appointment.

3.13 Supplier Diversity Program (SDP)

Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. Similarly, Executive Order 546 established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. All bidders must follow the requirements set forth in the SDP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs and/or SDVOBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than \$150,000 will be evaluated at 10% or more of the total evaluation. Once an SDP commitment, expressed as a percentage of contract revenues, is approved, the agency will then monitor the contractor's performance, and use actual expenditures with SDO certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

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Unless otherwise specified in the RFR, the following SDP forms are required to be submitted by the deadlines noted below in order to meet the mandatory participation requirements of the SDP:

| SDP Plan Form #/Name | Submitted By | When Submitted |
|--|---------------------------|---|
| SDP Plan Form #1 – SDP Plan Commitment | All Bidders | With Bid Response |
| SDP Plan Form #2 – Declaration of SDP Partners | Newly Awarded Contractors | Within 30 days of contract execution |
| SDP Plan Form #3 – SDP Spending Report | Contractors | Within 45 days of the end of each quarter |

Supplier Diversity Program (SDP) Resources:

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found at: www.mass.gov/sdp
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the Operational Services Division's SDO webpage at: www.mass.gov/sdo
- The Operational Services Division's Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found at: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/osd-events-and-training/osd-training-and-outreach.html> In addition, the SDP Webinar can be located on the SDP website at www.mass.gov/SDP.

3.14 Performance Measurements

Any and all work performed through the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry accepted standards. Contractors will only be expected to provide services in their area(s) of expertise; that is, the business for which they receive an award. Each contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Purchasers may be surveyed as to their satisfaction with the contractor's performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from Purchasers. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that contractor's contract.

3.15 Security and confidentiality

The Contractor shall comply fully with all security procedures of the Commonwealth and Purchasers in performance of the awarded Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the Purchasers.

3.16 Change notification

The awarded contractor **must** notify the Purchasers, for the contract within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SDP-certification status, or EFT information **must** be promptly reported via email to the Purchasers. In some cases additional paperwork will be required to effect the change. The Purchasers are not responsible for missed communication if the Contractor has failed to update information.

3.17 Identification and approval of subcontractors & Joint ventures

See [Subcontracting Policies](#) and the Commonwealth Terms and Conditions.

3.18 Failure to perform contractual obligations

Problems with service quality, documentation, customer service and/or failure to adhere to the any provisions of this RFR or a Purchaser's standard operating procedures are grounds for any or all of the following actions.

The SSST will inform the Contractor of non-compliance with the contract. A specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the SSST may impose penalties including but not limited to the ones listed below:

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- Requiring the Contractor to credit the Purchaser based on the period of time when the quality of service was unsatisfactory.
- Issuing penalties, including, but not limited to the estimated cost of any remedial action incurred by a Purchaser.
- Suspending the Contractor until the problem is resolved.
- Terminating the contract.

The SSST will be the final decision-making body for the resolution of any conflicts between Purchasers and the Contractors.

3.19 Environmentally Preferable Products and Services

The department and Contractor(s) may establish a preference for Environmentally Preferable Products (EPPs) and/or negotiate during the Contract term to permit the substitution or addition of EPPs to the Contract when such products are readily available at a competitive cost and satisfy the department's performance needs.

4.0 Evaluation criteria

Bidder scores will be used to rank Bidders and determine the best value for the purchasing agencies of this contract. Such Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Purchasers to receive a Contract award.

4.1 Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the SSST. The SSST reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Bid sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.2 Desirable specifications

Desirable specifications will be scored according to the Evaluation Criteria.

RFR specifications prefaced with language such as: "desirable", "could," "can," "should," "preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or factor that is considered by the issuer to be "desirable." The issuer has listed all desirable specifications which will receive points in the evaluation criteria.

4.3 Alternatives

A Quote which fails to meet any material term or condition of the Bid, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Quotes proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Bid specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Quote shall describe how any alternative achieves substantially equivalent or better performance to that of the Bid specifications.

The SSST will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Bid is to provide the best value of commodities and/or services to achieve the goals of the procurement.

4.4 Evaluation Criteria for Award

The following criteria will be evaluated in consideration of an award by the SSST and will carry a significant weight in the evaluation process:

- Labor Rates / Pricing
- Prompt Payment Discounts
- Supplier Diversity Plan (minimum of 10% weight)
- Experience

Price

Please note that price will carry a significant weight in the evaluation process. Prompt Pay Discounts (PPD) All Bidders must agree to offer discounts through participation in the Commonwealth Prompt Payment

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Discount (PPD) initiative for receiving early and/or on-time payments. The SSST will assign additional points to bidders based on discounts offered. Bidders must submit agreeable terms for Prompt Payment Discount unless otherwise specified by the SSST. The SSST will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth. Please note that for Firearms we are asking for optional pricing of cost with serial number on gun AND barrel. Please also provide standard pricing for serial number on gun only.

Please note that the Prompt Pay Discount is **mandatory** and Bidders who fail to submit their Prompt Pay Discount may be removed from further consideration.

Supplier Diversity Plan (minimum of 10% weight)

Bidders responding to this RFR are required to submit a Supplier Diversity Plan. Requirements for the Supplier Diversity Plan are included on Appendix 2 - RFR - Required Specifications

Company experience

Word, Excel or Zip File Format (preferred) documents are required for Bidders responding to RFR via COMMBUYS. Minimum of three (3) years is required; additional years of experience will receive additional points during the evaluation as determined by the SSST.

5.0 How to Submit a Bid Response

All bids will require the submission of electronic quotes. Consequently, all bids will be required to contain electronic quote submission instructions.

Responses must be sent via the "Create Quote" functionality contained in COMMBUYS. For instructions concerning how to submit a Quote, please see Additional attachments for instructions.

Any submission which fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the vendor to make minor corrections to the submission.

Assemble and upload in COMMBUYS the Bid Response Sheet with the attachments according to the Checklist. Response must contain any and all documentation & literature requested in this RFR. (PDF and Zipped files will be accepted)

Electronic Signatures: Quotes submitted via COMMBUYS must be signed electronically by the Bidder or the Bidder's Agent by accepting the terms and conditions of the bid on the "Terms & Conditions" tab of the Bid in COMMBUYS. By selecting "Save & Continue" on the "Terms and Conditions" tab after accepting the terms and conditions of the bid, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder's behalf, and that s/he has read and assented to each document's terms.

Successful Bidders who agreed to the terms and conditions of these forms electronically via COMMBUYS online Quote submission tool must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new contract with the Commonwealth.

Bidders are required to monitor COMMBUYS for changes to the procurement calendar for this Bid.

- **Online Questions (Bid Q&A)** due by October 20, 2015 – 12:00 PM EST

Written Questions must be entered by pressing the "Bid Q&A" tab for the Bid in COMMBUYS no later than the "Online Questions Due" date and time indicated in the Estimated Procurement Calendar (above). The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing

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Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

Written Responses to Questions will be released on or about the "Responses to Questions Posted Online" date indicated in the Estimated Procurement Calendar (above).

(Written questions and responses will be posted on the Bid Q&A Tab for this Bid in COMMBUYS.)

- **Bid Amendment Deadline** October 29, 2015 – 2:00 pm EST

The Purchasing Department reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The Purchasing Departments and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

- **Quotes (Bid Responses) Deadline** - October 29, 2015 – 3:00 pm EST

See the Quotes (Bid Responses) Deadline (Bid Opening) Date and Time indicated in the Estimated Procurement Calendar (above). Late bid submissions are not accepted.

- **Estimated Contract Start Date** – Beginning of November, 2015

This is the approximate start date. The actual start date will be the Contract Effective Date, which is the date the Contract is executed by the parties.

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6. Required Forms

Responses to this RFR must contain the following documents:

| Check if applicable ("X") | Form/Document | Notes/Instructions (If any) |
|------------------------------|---|-----------------------------|
| | | |
| | Standard Contract Form and Instructions | Wet Ink Signature Required |
| | Commonwealth Terms & Conditions | Wet Ink Signature Required |
| | Request for Taxpayer Identification Number & Certification (Massachusetts Substitute W-9 Form) | Wet Ink Signature Required |
| | Contractor Authorized Signatory Listing | Wet Ink Signature Required |
| | Authorization for Electronic Funds Transfer | Electronic Submission |
| | Supplier Diversity Plan Form 1 (SDP Plan Commitment), and SDP Plan #2 once an award has been made | Electronic Submission |
| | Additional Environmentally Preferable Products/ Practices | Electronic Submission |
| | Prompt Payment Discount Form | Electronic Submission |
| | Business Reference Form | Electronic Submission |
| | Bidder Response Form and Cost Table | Electronic Submission |

The above attachments are available as attachments as part of the RFR Bid record on WWW.COMMBUYS.COM.

Additional Attachments

All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Additional attachments pertaining to this RFR are found on the Attachment tab of this bid in COMMBUYS. Interested bidders are required to view/read all attachments associated with this bid.